

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ		IS <input type="checkbox"/>	X <input checked="" type="checkbox"/>	IS NOT A SMALL BUSINESS SET- ASIDE		PAGE OF PAGES 1 38																
1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.			4. CERT. FOR NAT.DEF. RATING																			
R4-05-12	Mar 15, 2005				UNDER BDSA REG. 2 AND/OR DMS REG. 1																			
5a. ISSUED BY USDA FOREST SERVICE/AS, 324 25th Street, Ogden, UT 84401					6. DELIVER BY (Date) 27 MAY 2005																			
5b. FOR INFORMATION CALL (NO COLLECT CALLS) NAME					7. DELIVERY		FOB DESTINATION OTHER (See Schedule)																	
TELEPHONE NUMBER AREA CODE					NUMBER		9. DESTINATION																	
Sue A. Huston					801		625-5811		a. NAME OF CONSIGNEE N/A															
8. TO:					Great Basin Geographical Area																			
a. NAME See Block 13					b. COMPANY See Block 13																			
					b. STREET ADDRESS N/A																			
c. STREET ADDRESS See Block 13					c. CITY N/A																			
d. CITY See Block 13					d. STATE N/A																			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (4:00 p.m.) 27 MAY 2005					e. ZIP CODE N/A																			
					f. ZIP CODE N/A																			
<p>IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.</p>																								
11. SCHEDULE (Include applicable Federal, State and local taxes)																								
<p>* COMPLETE ALL ITEMS. SEE ATTACHED SCHEDULE OF ITEMS.</p> <p>Great Basin Geographical Area Bus Services Emergency Equipment Rental Agreements.</p> <p>Dispatch Contact (name): _____ EIN/TIN No.: _____</p> <p>Telephone No.(day): _____ or SSN _____</p> <p>Telephone No.(day): _____ DUNS No.: _____</p> <p>Telephone No.(night) _____</p> <p>Telephone No.(night) _____ FAX No.: _____</p> <p>The following items must be submitted:</p> <table style="width: 100%;"> <tr> <td>Schedule of Items</td> <td>Copy of CDL</td> <td>Experience Questionnaire</td> </tr> <tr> <td>Operating authority</td> <td>Copy of medical card</td> <td>Insurance Certificate</td> </tr> <tr> <td>DOT Inspection</td> <td>CDL questionnaire</td> <td>Training Certification</td> </tr> <tr> <td>Government Inspection</td> <td>Evidence of MC #</td> <td></td> </tr> <tr> <td>Evidence of DOT #</td> <td>Copy of Current Vehicle Registration</td> <td></td> </tr> </table>										Schedule of Items	Copy of CDL	Experience Questionnaire	Operating authority	Copy of medical card	Insurance Certificate	DOT Inspection	CDL questionnaire	Training Certification	Government Inspection	Evidence of MC #		Evidence of DOT #	Copy of Current Vehicle Registration	
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DOT Inspection	CDL questionnaire	Training Certification																						
Government Inspection	Evidence of MC #																							
Evidence of DOT #	Copy of Current Vehicle Registration																							
12. DISCOUNT FOR PROMPT PAYMENT <input checked="" type="checkbox"/>		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS	c. 30 CALENDAR DAYS	d. CALENDAR DAYS																			
N/A							NUMBER	PERCENTAGE																
<p>NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.</p>																								
13. NAME AND ADDRESS OF QUOTER					14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION																	
a. NAME OF QUOTER																								
b. STREET ADDRESS					16. SIGNER																			
					a. NAME (Type or print)		b. TELEPHONE																	
c. COUNTY							AREA CODE																	
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or Print)		NUMBER																		

INSTRUCTIONS, CONDITIONS, AND NOTICES TO QUOTERS

A. Facsimile Quotations (FAX) will not be accepted.

B. Period for acceptance of quotations. The quoter agrees to hold the prices in its quotations firm for a minimum of one year, and a maximum of two years.

C. Agreement Issuance. The Government intends to evaluate quotations and issue agreements without discussions with quoters. Therefore, the quoter's initial quotation should contain the quoter's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any and all quotes if such action is in the public interest and waive informalities and minor irregularities in quotes received.

D. Evaluation of Quotations. The Government will issue an emergency equipment rental agreement from this solicitation to each responsible quoter whose quote conforms to the solicitation and is advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotations:

1. Submission of requested quote attachments (including valid operating authority, current safety inspection, documentation, insurance coverage documentation, vehicle registration, and vehicle equipment listing).
2. Pricing: Fair and reasonableness
3. Technical capability: Ability to perform the required work
4. Past performance

SCHEDULE OF ITEMS

DOT NUMBER _____

MC# _____

Please complete a separate section for each type of vehicle:

01 CREW CARRYING BUS TYPE (CREW CARRIERS ARE NOT INTENDED TO BE USED FOR CARRYING CREWS OVER PAVED HIGHWAYS FOR LONG DISTANCES)

Vehicle type _____
 Passenger Capacity (adults): _____
 Pricing: _____
 Daily Rate: \$_____ per day

Crew carriers will be based on daily rate only.

Crew Carrying buses are required to have annual DOT inspection and Government Inspection. Refer to inspection schedule in Appendix A.

02 MOTOR COACHES (OVER ROAD ONLY)

Vehicle type _____
 Passenger Capacity (adults): _____
 Pricing: _____
 a. Daily Rate: \$_____ per day *OR
 b. Mileage Rate: \$_____ per mile

If additional driver is required it will be the contractor's responsibility to provide driver at no additional cost to the Government.

Coaches will be hired strictly for transporting employees either to or from the incident, are not under the control of the incident organization, and may not be held at the incident.

Coaches will be paid daily rate or mileage, whichever is greater.

Motor Coaches are required to have annual DOT inspection and are NOT subject to Government inspection.

ADDITIONAL COPIES OF THE BID SCHEDULE CAN BE MADE IF NEEDED

*Note: Drivers are mandated by DOT length of driving requirements. For payment purposes, a day shall be the 24-hour period commencing at 0001 hours, and running to 2400 hours.

All contractors that receive EERA's are advised that every record possessed by a federal agency must be made available to the public in one form or another, unless it is specifically exempted from disclosure under the provisions of the Freedom of Information Act or Privacy Act.

R4 Bus Services EERA Schedule of Items (continued)

****Vendor MUST submit a legible copy of each equipment's current Vehicle Registration & DOT Inspection each year. Government Inspection is required for each new piece of equipment to be added to vendor's existing EERA.**

Vehicle Type	Vehicle Location	Owner's Unit I.D. #	Make/Model	Model Year	License # & State	Vehicle Registration Exp. Date (submit copy)	VIN	DOT Inspection Date (submit copy)	Govt. Inspection Date (submit copy)

EXPERIENCE QUESTIONNAIRE**1. Contractors Name, Address:**

2. Telephone No. (____) ____ - ____**3. List years experience you have in this line of work: _____ Years****4. List years experience as a prime contractor: _____**

5. List the incidents your company has worked in the last 3 years
(If more space is needed attach supplemental pages)

INCIDENT NAME	# OF DAYS ON INCIDENT	DATES	LOCATION OF INCIDENT

Attach copies of any past performance evaluations you have obtained from these incidents.

6. AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [List names, titles, and telephone numbers of the authorized negotiators].

Name	Title	Phone Number

7. 52.204-8 – Annual Representations and Certifications.**Annual Representations and Certifications (Jan 2005)**

- (a) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (b) applies.

[] (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

8. 52.204-7 Central Contractor Registration.

Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause—

“*Central Contractor Registration (CCR) database*” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“*Data Universal Numbering System (DUNS) number*” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“*Data Universal Numbering System+4 (DUNS+4) number*” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“*Registered in the CCR database*” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record “Active”.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1) (i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

9. STORAGE REQUIREMENTS

The services provided shall include a bus with one driver and all operating supplies. The standard request will be for the transportation of a 20-person firefighting crew and their equipment. Each crew person is allowed 55 pounds of fire fighting tools and/or gear. The bus shall be configured to safely store the gear while maintaining all emergency exit openings. SECURITY NETS WILL NOT BE ACCEPTED. As an alternative, the Contractor can supply a chase vehicle with operator for the equipment at no extra cost to the government. Contractor certifies the following:

_____ Bus is equipped the required equipment/gear storage compartments.

_____ Contractor will supply a chase vehicle with operator for the equipment at no extra cost to the government.

_____ Bus is equipped with exterior boxes for flammable equipment.

NOTE: Firefighting tools can include but are not limited to: chainsaws, drip torches, fusees, handtools, bladder bags, and lunches. **Flammable/combustible liquids shall not be transported inside the vehicle with passengers and driver.** Chainsaws, drip torches, mixture gas and fusees **may be stored in DOT approved external storage compartments.**

10. INSPECTION OF BUSES

All buses must have an annual DOT inspection and crew carrying buses must also have a Government inspection. Include copy of current DOT inspection with package. Government inspection schedule and inspection forms located in Appendix A (attached). Pre-use inspection and/or videotaping of bus will be conducted at time of hire. The following is provided as general information only and will be included in the inspection.

Crew Carrying buses are required to have annual DOT inspection and Government Inspection. Refer to inspection schedule in Appendix A. Motor Coaches are required to have annual DOT inspection and are NOT required to have Government inspection.

All commercial motor vehicles over 10,001, "contract buses", must have USDOT numbers issued to them by the USDOT and must be displayed on the vehicle. Also the company name must be displayed on the vehicle. Lettering on this must be a minimum of 2".

Although not mandatory a Commercial Vehicle Safety Alliance (CVSA) sticker is highly recommended. For more information on this sticker contact you State Department of Transportation.

The Schedule for the bus inspection along with the inspection form and information is included in the attachments of this solicitation.

11. COMMERCIAL DRIVER'S LICENSE INFORMATION (CDL)

All persons operating a bus are required to maintain a valid CDL. Complete the Commercial Driver's License Information located in Appendix B **AND** include a copy of the CDL for each driver.

12. TRAINING - The following training is required annually.**"Focus on the Mission, Transporting Wildland Firefighters" (Video)**

Copies of the video may be ordered from:
USDA Forest Service
Missoula Technology & Development Center
Building 1, Fort Missoula
Missoula, MT 59804-7294
Phone: 406-329-3978
Fax: 406-329-3719

"Your Fire Shelter": NFES 1570 – Your Fire Shelter: 2001 edition, pamphlet, English, and NFES 1586 – Video, VHS, Using Your Fire Shelter (27:20) English

Copies of the video may be ordered from:
National Interagency Fire Center
Attn: Great Basin Cache Supply Officer
3833 S. Development Avenue
Boise, ID 83705
Phone: 208-387-5104
Fax: 208-387-5573/5548

Provide the information requested on the Training Certification, located in Appendix C, for each driver.

Great Basin Bus Service EERA SCOPE OF WORK

3/10/05

A. This scope of work (SOW) is for emergency equipment rental agreements (EERA) for emergency incident passenger bus services. These agreements will be used by Federal and State agencies (hereafter referred to as the "Government") located within the Great Basin Geographical Area. These areas consist primarily of the following locations: Nevada, Utah, southern Idaho, and western Wyoming. Quotes will only be accepted from contractors **whose equipment is physically located in the above area.**

Vendor is to furnish all labor, materials, tools, equipment, transportation, permits, insurance, and supervision to perform the work identified in the following attachments hereto which form a part of the solicitation and any resultant Emergency Equipment Rental Agreement (EERA):

B. Equipment Listing: Furnish a summary listing of each passenger vehicle. This listing shall identify for each vehicle the applicable vehicle type, make and model information, model year, license number (including state), vehicle identification number (VIN), and owner's vehicle unit identification number (if applicable). Please list any special features of each vehicle, such as two-way radios or useful information to a dispatcher or potential bus user. Buses must have cages to store equipment/gear. As an alternative, the contractor can supply a chase vehicle with operator for the equipment at no extra cost to Government. Crew Bus Drivers are to wear Flame Resistant Clothing and to be provided **and trained in the use and deployment of a Fire Shelter. Vendors will be required to provide their own flame resistant clothing and fire shelters.**

C. Operating Authority: Furnish a copy of current operating authorities, permit numbers, and the name and location (state) of the issuing authority organization. This authority is provided by DOT.

D. Contact Points: Furnish a listing of the names of contact people and their corresponding telephone numbers that the Government would need for making vehicle availability inquiries and for placing orders.

E. The services provided shall include a bus with one driver and all operating supplies (including fuel, oil and fluids). The standard request will be for the transportation of a 20-person firefighting crew and their equipment. Each crew person is allowed 55 pounds of fire fighting tools and/or gear. The bus shall be configured to safely store the gear while maintaining all emergency exit openings. As an alternative, the Contractor can supply a chase vehicle with operator for the equipment at no extra cost to the government. The prices quoted in the SCHEDULE OF ITEMS shall include all applicable Federal, State, and local taxes and duties.

NOTE: Firefighting tools can include but are not limited to: chainsaws, drip torches, fusees, handtools, bladder bags, and lunches. Chainsaws, drip torches, mixture gas and fusees may require external storage.

Once rates have been established the rates will remain in effect for the period of performance cited in Block 3 of the EERA. Period of performance will be from award to 15 May 2006. If after award, the Contractor obtains additional equipment of the same size and configuration, that equipment may be added to this contract at the Government's option at the same price as equipment originally awarded.

F. Awards on Form OF-294, Emergency Equipment Rental Agreement shall be made to all responsible quoters whose quote conforms to this request. All terms, conditions, specifications and clauses included here shall become a part of the agreement. It is intended that agreements shall be issued to multiple contractors.

G. The DOT number shall be printed on the outside of each bus vehicle and shall be included on the agreement. Current proof of safety inspections and insurance coverage shall be available at all times during usage of the vehicle. Bus drivers shall possess the required state commercial operator license and meet all state regulations applicable to the location in which operating a passenger carrier.

H. Licensing requirements for vehicles and drivers:

- (1) Vehicles: Each passenger carrier shall be licensed with the Department of Motor vehicles or other appropriate agency within the state where the vehicle is based. Drivers must have valid

vehicle registration, proof of liability insurance, valid CDL with passenger endorsement, current medical card, and copy of current safety inspection.

- (2) Drivers: All operators of any motor vehicle having a gross vehicle weight rating (GVWR) of 26,001 pounds or more or of any motor vehicles designed to transport more than 15 persons (including the driver) shall have a Commercial Driver's License (CDL) with passenger endorsement and medical card valid for the state in which the operator resides. Failure to have a valid license shall be grounds for both the operator and equipment to be released from an incident without payment.

I. When Government subsistence incident camps are available, meals and bedding for contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if Hotel/Restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

J. Crew carrying type buses may be used on mountainous roads with gravel or native surfaces. Coach type buses may receive a limited amount of use off improved highway. The contractor supplied bus driver has the final say on where and how the vehicle can be used.

K. Noxious Weed Prevention. To reduce the transporting, introduction, and establishment of noxious weeds on the landscape due to fire suppression activities, fire suppression and support vehicles should be cleaned at a pre-designated area prior to leaving the incident. On-site fire equipment should be used to thoroughly clean the undercarriage, fender wells, tires, radiator, and exterior of the vehicle.

L. Incident Behavior. It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. Harassment in any form will not be tolerated. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the contractor being released from the incident.

[Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment].

When the vendor signs the agreement they are agreeing to comply with all the terms and conditions. If they fail to do so they are in default and their right to proceed may be terminated.

M. All Commercial Motor Vehicles 10,001 lbs. or more, with 3 or more axles on the ground, must have State Commercial License Plates, and IRP (International Registration Plan) Agreement, and an IFTA (International Fuel Tax Agreement) Tag. This requirement also applies to all commercial motor vehicles 26,001 lbs. or more. Check with your local State DOT for requirements.

N. Hours of Service. All drivers of commercial vehicles must adhere to Federal Motor Carriers Administration - Hours of Service.

ORDERING

A. To avoid duplication and insure coordination among agencies, only one pre-season agreement shall be initiated with each contractor for the same piece of equipment. This agreement is for contractors whose **equipment is physically located** within the Great Basin geographical area. Nationwide dispatch can occur from this agreement. Contractors from outside this geographical area should sign up in the applicable area.

B. Each Contractor is responsible for obtaining a faxed copy of a resource order from the dispatch center upon an order being placed. This is mandatory for payment purposes.

C. Established agreements shall be available to all Great Basin Geographical Area Dispatch and Coordination Centers. Contractors are encouraged to contact their local dispatch center to ensure a copy of the agreement is on file.

D. Orders for buses shall be placed on a call-when-needed basis. The Government does not guarantee the placement of any orders for buses under this agreement, and no Contractor is obligated to accept the order. Once an order is accepted by the contractor, the terms of the agreement apply. When an order is received from a field incident by a dispatch office, the order will be filled from the listing of current agreements based upon price, location, availability, and past performance. The Government shall use the contractor that provides the most advantageous offer to the Government, considering lowest cost and availability to meet job requirements and the time frame. Lowest price may not be the primary ordering factor if other evaluation factors apply.

E. If possible when assigned to an incident, each bus is to be inspected by a Government representative upon each initial incident order prior to use and again upon final release from the incident. Written requests for equitable adjustment are required at the time of the complaint, i.e. damage, etc. These requests must include investigation reports and eyewitness accounts by Government representatives.

INSURANCE

Each bus ordered shall carry a copy of the applicable insurances, inspections and form OF-294, EERA at all times. Use and payment for a bus may stop if this requirement is not met. Any bus used in interstate transportation shall meet the insurance requirements of DOT Regulation CFR 49, 287.33, which specifies a minimum \$5,000,000 insurance coverage.

Worker's Compensation. Contractor shall provide Worker's Compensation coverage for its employees in accordance with applicable State Law.

Contractor is responsible for all federal, state, or local laws and regulations that apply regardless of the nature of the emergency and is responsible to know and adhere to those that apply. These include but are not limited to:

- State Workers' Compensation Laws
- U.S. Department of Labor Service Contract Act
- Federal Motor Carrier Safety Regulations
- Fair Labor Standards Act (FLSA)
- Occupational Safety and Health Administration (OSHA) Regulations

PAYMENTS

A. Payment shall be based on a daily rate or mileage calculation, whichever amount is greater, and shall be made at the rates listed in the Schedule of Items. For payment purposes, a day shall be the 24-hour period commencing at 0001 hours, and running to 2400 hours. Time for buses shall be counted continuously, from the time of departure to an incident until the time the bus returns to the place of hire (**reference General Clause 6 on EERA Form OF-294.**) Attending shift briefings and daily clean up of buses are considered an incidental item for which no additional compensation will be made. **Time and payment shall stop for any equipment that is inoperable or driver is unavailable.**

B. Form OF-286, Emergency Equipment Use Invoice (Government provided), shall be completed and signed off by a Government Representative, and the contractor or contractor's representative. Information on this form will be recorded from various sources, primarily from Form OF-297, Emergency Equipment Shift Ticket (Government provided), and Form OF-304 Emergency Equipment Fuel and Oil Issue (Government provided) **and the resource order.** Payment Teams shall not make payments. Payment will be forwarded to appropriate payment center for payment (Note of exception: A state payment center has the option to make the payment on a case-by-case basis if the state is the incident agency).

The payment office for this agreement shall be:

USDA Forest Service
EERA Payment Center
324 25th Street
Ogden, UT 84401
Phone: 801-625-5544 - Fax 5678

C. Each Contractor shares responsibility with the Government to ensure all documents required from making timely payment after release are completed before leaving an incident. Payments for emergency bus usage shall be made from completed OF-286 forms, supported by documents identified above, and not from the Contractor's invoices.

CLAIMS SETTLEMENT

Claims Settlement. Claims settlement is agency specific and remains the responsibility of the agency with jurisdiction over the incident. Every effort shall be made by the Government and the contractor to resolve disputes before the equipment is released from the incident. Contractors intending to file a claim should so note in Block 22 of the Emergency Equipment Rental Invoice, OF-286, to protect the right to file. Following equipment release from an incident, a contractor's invoice and supporting documentation relative to the claim (i.e. Resource Order NFES-2208, etc.) shall be submitted to the contracting office of the incident agency for a determination. Contractor may submit claims to the Procurement Unit Leader or Incident Agency Contracting Officer.

CONTRACTOR EVALUATION

A. Contractor past performance is an important factor in Government procurement.

(1) AGENCY: An evaluation form shall be completed upon release from an incident. Individuals completing this form are expected to be ground support personnel or others who have knowledge of the work provided by the contractor. Copies of the completed forms shall be provided to the contractor. The Government official will mail copies to the Contracting Officer whose signature appears on the front of this agreement.

(2) CONTRACTOR: The contractor is responsible for providing to the Contracting Officer whose signature appears on the front of this agreement with copies of evaluations from this agreement. A negative response is required from contractors that have no use in the year.

(3) Evaluations are to be mailed to:

USDA Forest Service, Acquisition Management
324 25th Street
Ogden, UT 84401

Appendix A – Inspection Schedule, Information, and OF 296

Appendix B - Commercial Driver's License Information

Appendix C - Training Certification

Appendix D - Definitions

Appendix E - Dept. of Labor Wage Determination No. 1995-0221, Rev. 14
dated 06/24/2004

Appendix F - General Clauses to Emergency Equipment Rental Agreement
Form OF-294

Appendix G - Terms and Conditions--Simplified Acquisitions

Appendix H - Driver's Checklist

Appendix I - Performance Rating Form

Appendix A

EQUIPMENT INSPECTION SCHEDULE

Government inspections are required annually for all equipment signed up on a regional agreement with the exception of Motor Coaches. **Dates and times are very limited for these inspections.** It is the **contractor's responsibility to call and schedule an appointment for the inspection of your equipment immediately.** **Make-up dates will not be available.** The inspections will be conducted as follows:

IDAHO

Where: Boise District BLM Equipment Shop
2056 Commerce Street
Boise, Idaho

When: Week of 25 April 2005

Point of Contact: **Steve Waters**

Phone: 208-384-3380 or 384-3398

Where: Forest Service Warehouse
Teton Highway
St. Anthony, Idaho

When: **April 4th only**

Point of Contact: **Jackie Young**

Phone: 208-524-7500

Where: FS/BLM Headquarters
1405 Hollipark Dr
Idaho Falls, Idaho

When: **April 5th only**

Point of Contact: **Jackie Young**

Phone: 208-524-7500

Where: Forest Service Warehouse
4350 Cliffs Dr
Pocatello, Idaho

When: **April 6th only**

Point of Contact: **Jackie Young**

Phone: 208-524-7500

UTAH

Where: Ogden

Current CVSA Sticker will be required prior to Ogden inspection

When: Call for appointment

Point of Contact: **Varian Allen**

Phone: 801-625-5184

Where: Forest Service Warehouse
248 South 500 East
Vernal, Utah

When: Call for appointment

Point of Contact: **Jammie Lindsay**

Phone: 435-781-5186

Where: Cedar City Ranger District
1789 N. Wedgewood Lane
Cedar City, Utah

When: Call for an appointment

Point of Contact: **Taiga Rohrer**

Phone: 435-865-4652

Where: Moab Operations Center
2251 S Hwy 191
Moab, Utah

When: Call for an appointment

Point of Contact: **Ron Pierce**

Phone: 435-259-1890

NEVADA

Point of Contact Statewide: **Jacky Anderson**

Phone: 775-753-0305 – Call for appointment

Great Basin Bus Service EERA

Bus Inspection for Fire Transportation

3/10/05

Note: This is general information only. Specific requirements are outlined in the Motor Carrier Safety Regulations, CFR 49, applicable to all commercial vehicles.

Bus Safety Items

Safety Cage: If a contract bus has a safety cage installed to haul fire tools and the cage encloses the entire rear of the bus, and a door is installed to get to this compartment, whether door is latched open or closed at all times, it is a Federal Regulation that there must be a minimum of one emergency exit hatch installed in the roof in front of the cage. This emergency hatch needs to be in front of the cage and to the rear of the bus. If the cage is so constructed as the compartment are on each side of aisle and there is no cage door closing off aisle and with no possible blockage of rear emergency exit that emergency roof exits are not mandatory. SECURITY NETS WILL NOT BE ACCEPTED.

Emergency door should be marked with 1-inch letters and identified with a red electric lamp that works when lights are needed. 393.92

Emergency Exits

To meet the Department of Transportation requirements for the transportation of personnel, it is recommended that the contractor construct cages in the rear of the buses on both sides with doors of the same material as the cages. The contractor must leave the emergency exit path to the rear door unobstructed. The contractors that choose not to provide clearance to the rear of the bus and have cages across the rear, the following procedure shall be adhered to in order to meet the mandatory requirements:

- 1) The emergency exit sign shall be removed over the rear door.
- 2) A roof hatch shall be installed in the roof of the bus in front of the cage. The minimum size is 13" x 17" rectangle opening.
- 3) All exits must be properly labeled
- 4) The contractor must perform the calculations established by the Dept. of Transportation for calculating how many exit windows must be installed on each side of the bus. For calculation purposes, the front entrance door is considered to be 536 sq. inches for the right side of the bus.

Crew carrying buses shall provide unobstructed openings for emergency exits which collectively amount, in total square inches to 67 times the designated number of seats on the bus. At least 40% of this area is to be on the sides of the bus. No single opening shall comprise more than 536 square inches of the total area requirement. If no emergency door is provided, a properly labeled roof exit will be installed in the rear half of the bus. It must allow for manual release both inside and outside the bus. CFR 49, 571.217

Required Safety Items Fire Extinguisher must be minimum rating of 5BC, be fully charged, maintained to permit visual check for charge (gauge) and be securely mounted. (no bungee cords) 393.95 (a)

Reflector Set - Required 395.95 part 4 (f) Spare fuse(s) - Required 395.95 part 4 (c)

Drive Shaft Protection – Must have at least one guard or bracket at the end of shaft (splines or other such device) that would prevent the whipping of the shaft in the event of failure. 393.89

Exhaust System –

Gas Powered Buses – Tailpipe will exit at or within 6 inches forward of the rear most part of the bus.

Diesel Powered Buses – Tailpipe will exit within 15 inches of the rear most part of the bus;

Or to the rear of all doors or windows designed to be opened except windows designed to open solely as emergency exits. 393.83

No exhaust leaks will be tolerated. No temporary repairs, wraps, patches, etc.

Steering System 393.209 See table in CFR book for maximum steering lash allowed. (power steering w/18" wheel = 4 3/4") Steering gear box and u-joints must be in good condition. Ball joints and tie rods must be in good condition. Power steering systems will not have any leaks. Belts will be in good condition, with no fraying, cracking or slipping. Steering wheel spokes may not be cracked or missing.

Brakes – 393.40 Subpart C Brakes must comply with all applicable regulations in this chapter. General information; Parking brake must hold. Buses with air brakes must meet front protection regs. (393.44) Buses with air brakes will have low air warning device and a working air pressure gauge. Slack adjusters must be properly adjusted.(approx. 1 1/2” movement) Brake linings will conform to specs. found in 393.47. No leaks of fluid or air will be allowed.

Other Items

Fluid Leaks – All equipment hired is supposed to be in “sound mechanical condition.” Leaking fluid is an indication that repairs are needed. Most equipment with leaks will be rejected until repairs are made. Under no circumstance will oil leakage onto exhaust pipe or manifold be allowed.

Spare Tire - Full-size, mounted on wheel, required on all vehicles hired. Tire must be secured to vehicle, not loose.

Chock Blocks – Required on all vehicles hired.

Tires – Minimum ¼ inch tread front and 3/16” rear required.

Driver must have - Valid vehicle registration, proof of liability insurance, valid CDL with passenger endorsement and current medical card and a copy of current PUC safety inspection.

BUS SAFETY INSPECTION CHECKLIST

1. INCIDENT NAME/NUMBER	2. ORDER/REQUEST NUMBER		
3. OWNER/VENDOR NAME & COMPANY NUMBER			
4. AGREEMENT, PO, CONTRACT NO.		5. EXPIRES	
6. MAKE		7. MODEL, TYPE	
8. SERIAL NO./VIN		LICENSE NO.	

10. PRE-USE INSPECTION
☐ REJECTED

MILES: _____ **DATE** _____ **TIME** _____

 INSPECTOR NAME: _____ TITLE _____
 PRINT

☐ ACCEPTED

MILES: _____ **DATE** _____ **TIME** _____

 VENDOR SIGNATURE: _____ TITLE _____
 PRINT

 INSPECTOR NAME: _____ TITLE _____
 PRINT

* Safety Items, <u>Do Not Accept Until Repaired</u>	Pre-Use		Release	
	Yes	No	Yes	No
1. DOT inspection in previous 12 mths when required *				
2. Gauges and lights *				
3. Seat belts *				
4. Glass and mirrors *				
5. Wipers and horn *				
6. Clutch pedal: proper adjustment, ¾" free travel				
7. Cooling system: check radiator and hoses				
8. Oil level/condition: full and clean				
9. Battery: check for corrosion, loose terminals, tie downs				
10. Fuel system *				
11. Electrical system: alternator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering (<i>See specialty items</i>) *				
15. Tie rods, ball joints: check for looseness or bent *				
16. Lubrication: check for dry fittings				
17. Brakes (<i>See specialty items</i>) *				
18. Drive line/U-joints: check for looseness				
19. Springs and shocks *				
20. Differential: check for leaks				
21. Exhaust system (<i>See specialty items</i>) *				
22. Frame *				
23. Tire and wheels: ¼" front, 3/16" rear tread required *				
24. Accessories: jack, lug wrench, mounted spare				
25. Body and interior condition: describe & locate damage on back side of form				
26. Emergency Equipment required: ___ Fire Extinguisher ___ Spare fuses ___ Reflectors ___ Chock Blocks *				
27. Operator(s) properly licensed: State _____ License No. _____ Class _____ Endorsements _____ Med Cert Exp Date _____				

Bus Specialty Requirements	Yes	No
1. SAFETY CAGE: Security nets WILL NOT be accepted. See page 17 of 2004 solicitation.		
2. EMERGENCY DOORS: Marked with 1-inch letters and identified with a red electric lamp that works when lights are needed. 393.92 1. No emergency exit sign over rear door (if cage in rear) 2. Roof hatch minimum size is 13X17" 3. All exits shall be properly labeled		
3. FIRE EXTINGUISHER: Minimum rating of 5BC, fully charged, maintained to permit visual check for charge and securely mounted(no bungee)		
4. SPARE FUSES: Not required for buses with relay systems		
5. DRIVE SHAFT PROTECTION: Must have at least one guard or bracket at the end of the shaft that would prevent whipping of the shaft in the event of failure		
6. EXHAUST SYSTEM: Gas Powered Buses: Tailpipe will exit at or within 6" forward of the rear most part of the bus Diesel Buses: Tailpipe will exit within 15" of the rear most part of the bus or to the rear of all doors or windows designed to be opened except windows designed to open solely as emergency exits 393.83 No exhaust leaks will be tolerated, no temp repairs		
7. SPARE TIRE: Full size, mounted on wheel required on all buses: tire must be secured to bus but not loose		
8. STEERING SYSTEM: 393.209 See table in CFR book for maximum steering lash allowed. Gear box, u-joints, ball joints and tie rods must be in good condition. Power steering systems will NOT have ANY leaks. Belts in good condition, steering wheel spokes may not be cracked or missing		
9. BRAKES: Parking brake must hold, air brakes must meet front protection regs and have low air warning devices and working air pressure gauge. Slack adjusters must be properly adjusted. Brake lining will conform to specs. NO leaks of air or fluid allowed		

COMMENTS:**11. RELEASE INSPECTION**
MILES _____ **DATE** _____ **TIME** _____

VENDOR SIGNATURE: _____ TITLE _____

 INSPECTOR NAME: _____ TITLE _____
 PRINT

Section IV – Truck, Bus, Van, Pick-up

Motor vehicle parts and accessories must be in Safe Operating Condition At All Times, FEDERAL MOTOR CARRIER SAFETY REGULATIONS HANDBOOK (FMCSR) as prescribed by U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION PARTS 393 & 396, and NORTH AMERICAN UNIFORM OUT-OF-SERVICE CRITERIA, COMMERCIAL VEHICLE SAFETY ALLIANCE (CVSA).

REJECT IF: Parts and accessories covered in FMCSR part 393, 396 and/or CVSA North American Uniform Out-of-Service Criteria are not in safe and proper operating conditions at all times. These include, but are not limited to the parts and accessories listed below.

2. Gauges and Lights (393.81, 393.9)

- ♦ Speedometer inoperative.
- ♦ All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working.

3. Seat Belts (393.93)

- ♦ Any driver or right outboard seat belt missing or inoperative.

4. Glass and Mirrors (393.60, 393.80)

- ♦ Any discoloration not applied by the manufacturer for reduction of glare.
- ♦ Any windshield crack over ¼" wide.
- ♦ Any crack less than ¼" wide that intersects with any other crack.
- ♦ Any damage ¾" or greater in diameter.
- ♦ Any 2 damaged areas closer than 3" to each other.
- ♦ Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- ♦ Any required mirror broken. (396.3(A)(1)).

5. Wipers and Horn (393.78, 393.81)

- ♦ Wiper blade(s) fail to clean windshield within 1" of windshield sides.
- ♦ Horn missing, inoperative or fails to give adequate/reliable warning signal.

10. Fuel System (393.65, 393.67)

- ♦ Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets.
- ♦ Visible leak at any point.
- ♦ Fuel tank cap missing.

14. Steering (393.209)

- ♦ Steering wheel does not turn freely, has any spokes cracked through or is missing any parts.
- ♦ Steering lash not within parameters, see chart in FMCSR 393.209.
- ♦ Steering column is not secure.
- ♦ Steering system; any U-joint worn, faulty or repaired by welding.
- ♦ Steering gear box is loose, cracked or missing mounting bolts.
- ♦ Pitman arm is loose, or has any welded repairs.
- ♦ Power Steering; any component is inoperative, Any loose, broken or missing parts. Belts frayed, cracked or slipping.
- ♦ Any fluid leaks, fluid reservoir not full.

15. Brakes (393.40-393.53)

- ♦ Brake system has any deficiencies as described in FMCSR.
- ♦ Brake system has any missing, loose, broken, out of adjustment or worn out components.
- ♦ Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- ♦ Brake system has any air or fluid leaks. (393.3(a)(1)).

18. Springs and Shocks (393.207)

- ♦ Any axle positioning part is cracked, broken, loose or missing. All axles must be in proper alignment.
- ♦ Any leaf spring cracked, broken, missing or shifted out of position.
- ♦ Adjustable axle assemblies with locking pins missing or not engaged.

20. Exhaust (393.83)

- ♦ Any part of the exhaust system so located as would be likely to result in charring, burning, or damaging the siring, fuel supply or any combustible part of the vehicle.
- ♦ Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6" for Gasoline powered or 15" for other than Gasoline powered or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception: emergency exit)
- ♦ Any leak at any point forward of or directly below the driver and/or sleeping compartment.

21. Frame (393.201)

- ♦ Any cracked, broken loose or sagging frame member.
- ♦ Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- ♦ Any condition that causes the body or frame to contact the tire or wheel assemblies. (396.3(a)(1)).

22. Tires and Wheels (393.75, 393.205)

- ♦ Any body ply or belt material exposed through tread or sidewall.
- ♦ Any tread or sidewall separation.
- ♦ Any cut exposing ply or belt material.
- ♦ Tread depth less than 4/32" on steering axle.
- ♦ Less than 2/32" on any other axle.
- ♦ Any bus with regrooved, recapped, or retreaded tires on the front wheels.
- ♦ Any tire not properly inflated or any overloaded tire.
- ♦ Any tire that comes in contact with any part of the vehicle. (393.3(a)(1))
- ♦ Any tire marked "Not for Highway Use". (393.3(a)(1))
- ♦ Wheels and rims shall not be cracked or broken.
- ♦ Stud or bolt holes on the wheels shall not be elongated.
- ♦ Nuts or bolts shall not be missing or loose.

24. Emergency Equipment (393.95)

- ♦ Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use. (393.95(a))
- ♦ At least one spare fuse or other overload protective device. (393.95(c))
- ♦ Warning devices for stopped vehicles. (393.95(f,g))

25. License (383.23, 391.41)

- ♦ No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates. (383.23(a))
- ♦ Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and, except as provided in 391.67, has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified. (391.41(a))

IN ADDITION TO THE ABOVE:

Agency personnel reserve the right to reject any equipment due to any additional condition or combination of conditions that make the vehicle unsafe, unreliable, or may pose unreasonable damage to the environment, or will be unable to fully perform the duties for which the equipment has been hired.

The Inspector shall inspect for compliance with the FMCSR, State and local laws and regulations. Therefore, the Inspector is responsible to ACCEPT or REJECT all equipment he/she inspects.

Appendix B

Commercial Driver's License Information
(per CFR 49, part 391.21, Application for Employment)

1. Name _____
Address _____
Date of Birth _____
Soc. Sec. # _____
2. Addresses of residence for past 3 years.
3. Issuing state, number and expiration date of each unexpired commercial motor vehicle operator's license or permit issued to applicant.
4. Nature and extent of your experience in the operation of commercial motor vehicles, including the type of equipment such as buses, trucks, truck tractors, semi trailers, full trailers, and pole trailers that you have operated.
5. List all motor vehicle accidents that you were involved in during the past 3 years. Specify the date and nature of each accident and any resulting fatalities or personal injuries.
6. List all violations of motor vehicle laws or ordinances of which you were convicted or forfeited bond or collateral during the past 3 years. (other than parking tickets)
7. List details of any revocation, suspension or denial of any license, permit or privilege to operate a motor vehicle or a statement that no such revocation or suspension has ever occurred.
8. List names and addresses of your employers (where you were the operator of a commercial vehicle) during the 3 years preceding this application, along with the date employed and the reason(s) for leaving each employer.

This certifies that this application was completed by me, and that all entries on it and information in it are true and complete to the best of my knowledge.

Applicant Signature _____ Date _____

Complete one certification for each driver AND include copy of current CDL and medical card.
Appendix C

TRAINING CERTIFICATION

Drivers Name _____
Address _____
Phone # _____

Date	Course Title	Instructor or Institution	Location

I certify that the above information is true, accurate, and complete.

Contractor Signature

Date

The following training is required annually.

“Focus on the Mission, Transporting Wildland Firefighters” (Video)
“Your Fire Shelter”

Provide the information requested on the Training Certification for each driver.

**Appendix D
DEFINITIONS**

AGENCY: For the purpose of this Agreement, Agency will have the same meaning as Government.

EVALUATION: Government evaluation forms will be used for all contract equipment (ICS-224).

GAWR: Gross Axle Weight Rating.

GOVERNMENT: Any State or Federal Wildland Fire Suppression Agency.

GOVERNMENT REPRESENTATIVE: Means any employee of the agencies listed under the definition of government responsible for government work to which any vehicle rented under this agreement may be assigned.

GUARANTEE: For each calendar day that equipment is under hire for at least 8 hours. The guarantee is not applicable to equipment hired under the Daily rate.

GVWR: Gross Vehicle Weight Rating.

INTERSTATE COMMERCE: Trade, traffic, or transportation in the United States, which is between; 1) a place in one state and a place in another state, 2) two places in a state through another state.

INTRASTATE COMMERCE: Trade, traffic, or transportation in the United States that moves exclusively within one state.

LOCAL RESOURCE: Those resources that are located within the response area for which a dispatch center is responsible.

NORMAL WEAR AND TEAR: For the purpose of this contract, the term "normal wear and tear" shall include, but not be limited to:

1. FJRL hose that bursts due to excessive pressure (PSI), old age, or deterioration of material during use.
2. Brush scratches on the body of the vehicle.
3. Punctures, tears, blisters, or destruction of tires and/or sidewalls due to rocks or sticks normally found in the working environment.
4. It is anticipated that there will be wear on the paint on the inner and outer surfaces of the vehicle, top, sides, rails, and tailgate. There may also be chips from flying rocks and minor bumps and dents on both the sheet metal and the bumpers.
5. Clogged air filters and oil filters from dust in excess of highway driving.
6. Damage or failure of shocks or power train (steering linkage and suspension), by either fatigue or part failure due to age, manufacture defect or operator. Power train includes engine, clutch, transmission, transfer case, driveline, front and rear differentials, axles, wheels, and bearings.

OFF SHIFT: Equipment and/or personnel are "off shift" when not actually working. Time spent restricted to the camp where employees can rest, eat, or to a limited degree, pursue activities of a personal nature, is not compensable.

ON SHIFT: Equipment and/or personnel are "on shift" when actual work is being accomplished, or the equipment and/or personnel are directed by the government to be at a specific staging location ready to work. In either situation, this is considered as actual work time, paid at the hourly work rate.

OPERATIONAL PERIOD: The period of time scheduled for execution of a given set of operation actions as specified in the Incident Action Plan.

POINT OF HIRE: Contractor place of business or point of hire (where equipment is located at time of fire call).

POINT OF RELEASE: Means the location from which a contractor is released upon expiration or termination of the required services. This point may be the same as the point of hire.

PROPERTY:

Accountable Property. Items with a purchase price of \$5,000 or more or items which the incident Agency considers sensitive (e.g. cameras, chainsaws) are accountable property. This property is generally tagged with an agency identification number.

- a. **Durable Property.** Durable property are those non-accountable items which have a useful life expectancy greater than one incident (e.g. sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show "US GOVT", or an agency specific marking.
- b. **Consumable Goods.** Consumable goods are items normally expected to be consumed on the incident (e.g. batteries, plastic canteens, petroleum products). This property is not marked.

REST AND RECUPERATION: Consecutive 24 hours off shift.

SEVERITY: Occurs when weather and fire history conditions exceed the planned organization workload. This happens when abnormally severe fire conditions exist over a period of time and/or the average fire danger rating has been exceeded for a prolonged duration of time.

STAGING AREA: A location set up and managed by the Operations Section for rapid deployment of equipment and resources. Time spent on shift in a staging area is compensable as work time.

SUBSISTENCE: Food and drink served at the incident, generally at specified intervals but also available as needed to accommodate incident conditions.

TIME UNDER HIRE: Time Under Hire shall start at the time agreed upon when equipment is ordered by the government and end by notification to the contractor by the government that equipment is released. If the contractor performs no actual work, but the equipment has not been released, then the minimum daily guarantee would apply for payment purposes.

ZONE OF INFLUENCE: That jurisdictional area within the Rocky Mountain or Great Basin Geographical Areas in which contract equipment is considered as closest resources, regardless of administrative boundaries.

Great Basin Bus Service EERA

3/10/05

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
ADMINISTRATION
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS

WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 1995-

0221
William W. Gross Division of
Director Wage Determinations
06/24/2004

Revision No.: 14
Date Of Last Revision:

NATIONWIDE: Applicable in the continental U.S., Hawaii and Alaska.

Alaska: Entire state.

Hawaii: Entire state.

Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan,
Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota,
Wisconsin

Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New
Jersey, New York, Pennsylvania, Rhode Island, Vermont

Southern Region: Alabama, Arkansas, Delaware, District of Columbia,
Florida,
Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina,
Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada,
New Mexico, Oregon, Utah, Washington, Wyoming

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contracts for Emergency Incident and Fire Safety services.

OCCUPATION CODE - TITLE	MINIMUM WAGE
RATE	

(not set) - Emergency Medical Technician	
Alaska	13.36
Midwestern Region	12.13
Hawaii	11.56
Northeast Region	13.38
Western Region	13.19
Southern Region	12.31
(not set) - Environmental Protection Specialist	
Alaska	30.84
Hawaii	28.55
Northeast Region	31.12
Western Region	27.33
Midwestern Region	25.95
Southern Region	26.43
(not set) - Fire Safety Professional	
Alaska	30.84
Midwestern Region	25.95
Southern Region	26.43
Hawaii	28.53
Northeast Region	31.12
Western Region	27.33
05190 - Motor Vehicle Mechanic	
Alaska	23.92
Southern Region	16.51

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	Hawaii	15.90
	Northeast Region	17.73
	Western Region	19.10
	Midwestern Region	18.89
05220	- Motor Vehicle Mechanic Helper	
	Alaska	17.31
	Hawaii	12.24
	Northeast Region	13.80
	Western Region	12.93
	Midwestern Region	12.25
	Southern Region	10.66
11300	- Refuse Collector	
	Alaska	10.42
	Hawaii	9.64
	Western Region	8.68
	Midwestern Region	8.92
	Southern Region	6.75
	Northeast Region	10.18
21071	- Forklift Operator	
	Alaska	19.87
	Midwestern Region	14.28
	Southern Region	11.80
	Hawaii	15.48
	Northeast Region	13.96
	Western Region	15.27
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	
	Northeast Region	11.17
	Western Region	11.49
	Alaska	12.84
	Hawaii	10.12
	Southern Region	10.86
	Midwestern Region	11.34
23160	- Electrician, Maintenance	
	Alaska	28.44
	Midwestern Region	21.35
	Northeast Region	22.89
	Hawaii	24.51
	Southern Region	18.25
	Western Region	21.79
23440	- Heavy Equipment Operator	
	Alaska	23.26
	Midwestern Region	18.89
	Southern Region	16.51
	Hawaii	16.55
	Northeast Region	17.73
	Western Region	19.10
23470	- Laborer	
	Alaska	14.12
	Midwestern Region	11.49
	Southern Region	9.34
	Hawaii	13.70
	Northeast Region	11.59
	Western Region	10.85
23530	- Machinery Maintenance Mechanic	
	Midwestern Region	16.37
	Alaska	26.54
	Western Region	16.23
	Northeast Region	17.12
	Hawaii	26.19
	Southern Region	12.96
23580	- Maintenance Trades Helper	
	Alaska	19.40
	Midwestern Region	15.41
	Hawaii	14.97
	Western Region	13.37
	Southern Region	13.03
	Northeast Region	14.39
27070	- Firefighter	

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	Alaska	10.75
	Northeast Region	7.39
	Hawaii	8.76
	Midwestern Region	6.72
	Southern Region	6.78
	Western Region	7.39
31030	- Bus Driver	
	Midwestern Region: 1 1/2 to 4 t	16.08
	Midwestern Region: over 4 tons	16.81
	Midwestern Region: under 1 1/2 tons	12.04
	Southern Region: 1 1/2 to 4 tons	14.70
	Southern Region: over 4 tons	15.23
	Southern Region: under 1 1/2 tons	8.18
	Alaska	19.52
	Hawaii	12.67
	Northeast Region: 1 1/2 to 4 tons	16.49
	Northeast Region: over 4 tons	17.21
	Northeast Region: under 1 1/2 tons	12.79
	Western Region: 1 1/2 to 4 tons	15.14
	Western Region: over 4 tons	15.57
	Western Region: under 1 1/2 tons	9.54
31361	- Truckdriver, Light Truck	
	Alaska	18.27
	Midwestern Region	12.04
	Southern Region	8.18
	Hawaii	9.99
	Northeast Region	12.79
	Western Region	9.54
31362	- Truckdriver, Medium Truck	
	Alaska	19.81
	Midwestern Region	16.08
	Southern Region	14.64
	Hawaii	12.66
	Northeast Region	16.49
	Western Region	15.14
31363	- Truckdriver, Heavy Truck	
	Alaska	20.91
	Northeast Region	17.21
	Southern Region	15.23
	Hawaii	13.82
	Western Region	16.14
	Midwestern Region	16.81
31364	- Truckdriver, Tractor-Trailer	
	Midwestern Region	20.00
	Southern Region	16.01
	Northeast Region	17.33
	Western Region	16.48
	Alaska	22.02
	Hawaii	14.06

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving

Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.09 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$2.59. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry

cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency

contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS
**

Emergency Medical Technician

Provides para-professional medical services activities, including medical, minor surgical, evacuation and related administrative task under supervision of the physician in charge.

Environmental Protection Specialist
(Occupation Description Not Available)

Fire Safety Professional
(Occupation Description Not Available)

Appendix F

**GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT
FORM OF-294 (11-30-2004)**

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smokey conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. **When such equipment is furnished to the Government, the following clauses shall apply:**

CLAUSE 1. Condition of Equipment - All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and **end at the estimated time of arrival back to the point of hire after being released**, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies - As identified in Block 6, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 6 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 4. Repairs - Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

CLAUSE 5. Timekeeping - Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (*column 11*) (hourly or mileage) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rates** (*column 12*) shall apply when specified.
3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 13. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.
4. **Daily Rate** (*column 11*) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

(a) **Shift Basis (*Portion of calendar day*)**

- a. **Single Shift** - (SS) is staffed with one operator or one crew
- b. **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
- c. Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. **Method of Payment.** Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

CLAUSE 7. Exceptions

a. Daily Rate or Guarantee - No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident.

CLAUSE 8. When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

CLAUSE 9. Loss, Damage, or Destruction -

(a) For equipment furnished under this EERA **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or **Government employee owned and operated equipment**.

(b) For equipment furnished under this EERA **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their

employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages - Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

CLAUSE 11. Deductions - Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

CLAUSE 12. Personal Protective Clothing and Equipment – The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;
3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

CLAUSE 13. COMMERCIAL MOTOR VEHICLES: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website:

www.fmcsa.dot.gov

CLAUSE 14. CLAIM SETTLEMENT AUTHORITY–For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

CLAUSE 15. CHANGES TO EMERGENCY EQUIPMENT RENTAL AGREEMENTS

Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

CLAUSE 16. FIREARM – WEAPON PROHIBITION - The possession of firearms or other dangerous weapon (18 USC 930 (f)(2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2 ½ inches in length or a multi purpose tools such as a leatherman.

CLAUSE 17. WORK REST and LENGTH OF ASSIGNMENT: The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: www.nwcg.gov

CLAUSE 18. HARRASSMENT FREE WORKPLACE - Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at www.gpoaccess.gov/

CLAUSE 19. Definitions - The following definitions for Block 8 of the EERA are added: Information about business size is collected for tracking purposes only.

a. SMALL BUSINESS is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the following size standards: (1) Motorcar and Truck Rental Without Operator - average annual receipts for its preceding 3 fiscal years do not exceed 12.5 million, (2) Equipment Rental With Operator - average annual receipts for its preceding 3 fiscal years do not exceed 3.5 million.

b. SMALL DISADVANTAGED OWNED BUSINESS is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. WOMEN-OWNED SMALL BUSINESS is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. HUBZone Small Business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.

Appendix G

**FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
2005 UPDATE FOR EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA), FORM OF-
294**

Replace the existing FAR clauses on the back of the EERA form with the following:

52-213-4 - Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Jan 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
 - (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.O.S, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (vi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

- (2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).
- (v) 52.233-1, Disputes (July 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (Dec 2004).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
 - (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
 - (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
 - (vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).
 - (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
 - (viii) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of

supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

or

<http://farsite.hill.af.mil/>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights –

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

ADDITIONAL FAR CLAUSES THAT APPLY TO EERA'S:

52.208-4 Vehicle Lease Payments (Apr 1984)

52.208-5 Condition Of Lease Vehicles (Apr 1984)

52.208-6 Markings Of Leased Vehicles (Apr 1984)

52.236-7 Permits and Responsibilities (Nov 1991)

52.243-1 Changes - Fixed Price (Aug 1987)

Appendix H

DRIVER'S CHECKLIST

Contractor's Name: _____ Agreement Number: _____

Incident Name: _____ Incident Number: _____

Resource Order Number: _____

Required items prior to departing place of business

- _____ Copy of Complete EERA
- _____ Names of where, when and to whom driver is to report
- _____ Record beginning odometer reading on Bus Log
- _____ Record departure time on Bus Log
- _____ Extra copies of Driver Checklist
- _____ Inspection Location
- _____ Clothing, personal items, and sleeping bag for potential extended assignments.
- _____ Flame Resistant Clothing (Nomex and gloves)
- _____ Copy of Resource order as faxed from the Dispatch Center
- _____ Fire Shelter

Upon arrival at the Incident:

- _____ Report to the Ground Support Unit Leader (GSUL)
- _____ Have bus inspected by the Government
- _____ **GSUL** initiate OF-297 "Emergency Equipment Shift Ticket record
- _____ Report to Finance Section
- _____ Receive instructions from Ground Support

While at the Incident:

- _____ Report to GSUL for daily work assignments
- _____ GSUL and Contractor's representative will complete OF-297 daily
- _____ Refuel equipment and retain copies of fuel issue tickets
- _____ Update Bus Log daily

Preparation for departure and return to place of business:

- _____ Receive release instructions from GSUL
- _____ Contact the Demobilization Unit Leader for departure instructions
- _____ Have GSUL complete post-use inspection (necessary for final payment)
- _____ Complete paperwork packet for payment, including sign-off of completed OF-286 Emergency Equipment Use Invoice with the Finance Section
- _____ Obtain copy of performance evaluation

Great Basin Bus Service EERA

3/10/05

INCIDENT CONTRACTOR PERFORMANCE RATING	INSTRUCTIONS: The immediate job supervisor will prepare this form for each Contractor. It will be delivered to the planning section before the rater leave the incident. Rating will be reviewed with the Contractor's rep. Rep. will sign the bottom.
---------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1. Contractor Name:		2. Incident Name and Number:	
3. Contractor Address:		4. Location of Incident:	
5. Contractor's Rep Name:	6. Date of Assignment: From: To:	7. Acres Burned:	8. Fuel Type(s):

9. Evaluation

Enter X under appropriate rating number and proper heading for each category listed.

Definition:

"0" - Deficient. Does not meet minimum requirement of the individual element.

DEFICIENCIES MUST BE IDENTIFIED IN REMARKS.

"1" - Needs to improve. Meets some or most of the requirements of the individual element.

"2" - Satisfactory. Employee meets all requirements of the individual element.

"3" - Superior. Employee consistently exceeds the performance requirements.

Rating Factors	Hot Line				Mop-up				Camp				Other (Specify)			
	0	1	2	3	0	1	2	3	0	1	2	3	0	1	2	3
Knowledge of the job																
Ability to obtain performance																
Attitude																
Decisions under stress																
Initiative																
Consideration for personnel welfare																
Obtain necessary equipment and supplies																
Physical ability for the job																
Safety																
Other (specify)																

10. Remarks:

Note: The completion of this form is necessary for each Contractor on every Incident to provide a record of contractor performance to the Contracting Officer. One copy shall be forwarded to the designated payment center on the EERA along with pay request (invoices).

11. Contractor's Rep. Signature:			12. Date:		
13. Rated by:	14. Home Unit:	15. Position on Incident:	16. Date:		

Form ICS 225/ NFES 1576 Incident Personnel Performance Rating may be used as a substitute for this document.